

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
INTERNATIONAL MERCHANDISE RETURN SERVICE AGREEMENTS  
WITH FOREIGN POSTAL OPERATORS  
NON-PUBLISHED RATES

Docket No. MC2015-68  
Docket No. CP2015-99

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING ERRATA**  
(July 21, 2015)

The United States Postal Service (Postal Service) hereby gives notice of filing an erratum concerning its request to add the International Merchandise Returns Service Agreements with Foreign Postal Operators (IMRS-FPO) product to the competitive product list. Specifically, the Postal Service is correcting a typographical error included in Article 3 of the model agreement filed as Attachment 5 to its request. The revised portion of the document is attached with the revision shown in gray highlighted text.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
By its attorneys:

Anthony F. Alverno  
Chief Counsel, Global Business &  
Service Development

Caroline R. Brownlie

475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260-1137  
(202) 268-3010; Fax -5402  
caroline.r.brownlie@usps.gov  
July 21, 2015

2. In addition to the level of cooperation specifically outlined in this Agreement, the Parties intend to collaborate further on product development, enhancements to the current product, and specified value-added services required to meet the ever-evolving needs of their customers.

### **Article 3: Oversight and Effective Date**

The terms and pricing set forth under this Agreement require the approval from various entities that have oversight responsibilities for the USPS as set out in Article 4 below. Upon execution of this Agreement, the USPS shall seek such approval. The Parties agree that this Agreement shall come into effect (1) after all such approvals have been obtained by USPS and (2) after notification to [Post Name] by USPS that all required approvals have been obtained, and the date of notification shall be "the Effective Date," unless an alternative date is proposed in the USPS's notification and agreed to by [Post Name] in a return communication, in which case that alternative date shall be the Effective Date.

### **Article 4: Conditions Precedent**

The Parties acknowledge and understand that all obligations of the USPS under this Agreement shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from USPS management, the USPS executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS or [Post Name] and no benefit or rights granted through this Agreement shall inure to either Party unless and until the Effective Date occurs and upon such occurrence the Conditions Precedent shall have been fulfilled.

### **Article 5: Limitation on Liability and Costs**

In the event that the Conditions Precedent are not fulfilled, the USPS and [Post Name] shall have no liability, which shall include no obligation to pay costs associated with any action taken by either Party prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.

### **Article 6: Price Changes; No Effect on Service Terms**

For each of the services with specific terms and conditions set forth in an attachment to this Agreement, any adjustments to the rates for the services shall be subject to the terms and conditions set forth in the Attachments or Annexes.

### **Article 7: Monetary Transactions**

1. Each Party will bear the costs and retain the revenues for any work performed by it or by agents or contractors on its behalf, unless the Parties agree to other arrangements to allocate costs or revenues and those arrangements are incorporated in an Amendment to this Agreement. Any such Amendment shall be governed by Article 19 below.
2. All taxes and duties are the sole responsibility of the Party to whom they are duly assessed and shall not be charged to any other Party in any form unless the Parties otherwise provide in an Amendment to this Agreement. Any such Amendment shall be governed by Article 19 below.